



# STATE OF MONTANA, FISH WILDLIFE AND PARKS

## INVITATION FOR BID

(THIS IS NOT AN ORDER)

IFB Number:  
**080085**

IFB Title:  
**Literature Review of the Effects of Energy on Passerines and Raptors**

IFB Due Date and Time:  
**September 26, 2007**  
**2:00 p.m., Mountain Standard Time**

Number of Pages: 6

### ISSUING AGENCY INFORMATION

Procurement Officer:  
**Rick Dorvall**

Issue Date:  
**9/19/07**

**Fish Wildlife and Parks**  
**Purchasing Unit**  
**930 Custer Ave**  
**P O Box 200701**  
**Helena MT 59620-0701**

Phone: (406) **495-3249**  
Fax: (406) **495-3253**  
TTY Users, Dial 711

Website: <http://www.fwp.mt.gov>

### INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND  
RETURN THIS PAGE WITH YOUR BID AND  
ANY REQUIRED DOCUMENTS TO THE  
ADDRESS LISTED ABOVE UNDER "ISSUING  
AGENCY INFORMATION."**

**Mark Face of Envelope/Package:**

IFB Number: **080085**  
IFB Due Date: **9/26/07**

**Special Instructions:**  
**Deliverable Date: On or Before December 15<sup>th</sup>,  
2007**

**Alternate Bids:**

Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

### BIDDERS MUST COMPLETE THE FOLLOWING

**Payment Terms: Net 30 days**

**Delivery Date:**

**Bidder Name/Address:**

**Authorized Bidder Signatory:**

(Please print name and sign in ink)

**Bidder Phone Number:**

**Bidder FAX Number:**

**Bidder E-mail Address:**

**Debarment:** Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**



## Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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## **Wildlife and Energy Literature Review- Passerines and Raptors**

### **Scope of Work**

**Justification:** The Bureau of Land Management, which oversees much of the land and even more of the subsurface mineral rights in Montana, is currently preparing new land-use plans in the Miles City and Malta Field Offices. These plans will guide the management of these areas over the next 15 to 20 years. These updates are timely in the face of increasing oil, gas, and wind development in the planning areas. The planning process provides a significant opportunity for Montana Fish, Wildlife, and Parks. Our ability to facilitate the compilation and distribution of the most recent research will help ensure the inclusion of the best available science in the planning process. Because these plans are moving forward on a short timeframe there is a limited ability to conduct research at a local level. Therefore, based on peer-reviewed research conducted elsewhere, managers can make predictions of the effects of energy development and the associated infrastructure to wildlife populations.

**Goal:** Compile existing literature of the potential effects of energy development and production activities on passerines and raptors into a format that will be a useful tool for wildlife managers, land managers, and industry to help make land use decisions based on current scientific knowledge.

Responses of passerines and raptors to all aspects of oil and gas development should be reviewed including, but not limited to the effects of noise, roads, traffic, human presence, drilling rigs, operational wells, and general habitat fragmentation. The level (i.e. density of roads, number of cars, density of well pads) of each of these disturbances should be incorporated into the resulting product whenever possible. Effects shall be broken into biologically significant seasonal ranges to address effects on mating behavior, nesting, and rearing of young. The habitat types of greatest interest are those that dominate the planning areas in central and eastern Montana including sagebrush, grassland, and pine breaks.

**Products:** An extensive review of the literature will produce 1\*) Summary tables related to a) the study design and level of peer review and b) type of disturbance, and the response and effects to wildlife, 2) a searchable electronic database of the literature including abstracts or research summaries.

(\*For an example of the expected product, see Beck, J. L. 2006. Summary of oil and natural gas development impacts on prairie grouse. Unpublished Report, Colorado Division of Wildlife, Grand Junction, Colorado, USA)

**Deliverable Date:** On or before December 15<sup>th</sup>, 2007.

### **Initial List of Disturbance Literature Related to Oil and Gas Effects on Passerines and Raptors**

Adams, L.W., and A.D. Geis. 1984. Effects of roads on breeding birds. Pages 562-569 in A.F. Crabtree (ed). Proceedings of the Third International Symposium on Environmental Concerns in Rights-of-Way Management. Mississippi State University.

Anderson, D.E., O.J. Rongstad, and W.R. Mytton. 1990. Home-range changes in raptors exposed to increased human activity levels in southeastern Colorado. Wildl. Soc. Bull. 18:134-142.

Braun, C.E., M.F. Baker, R.L. Eng, J.W. Gashwiler, and M.H. Schroeder. 1976. Conservation committee report on the effects of alteration of sagebrush communities on the associated avifauna. *Wilson Bulletin* 88:165-171.

Braun, C. E., O.O. Oedekoven, and C.L. Aldridge. 2002. Oil and gas development in western North America: effects on sagebrush steppe avifauna with particular emphasis on sage grouse. *Transactions of the 67th North American Wildlife and Natural Resources Conference* 67:337-349.

Dinsmore, J.J. 1983. Mountain plover (*Charadrius montanus*). Pages 185-196 in J.S. Ambruster (ed). *Impacts of Coal Surface Mining on 25 Migratory Bird Species of High Federal Interest*. U.S. Fish and Wildl. Serv. FWS/OBS-83/35. 248pp.

Esmoil, B. J., and S. H. Anderson. 1995. Wildlife mortality associated with oil pits in Wyoming. *Prairie Naturalist* 27:81-88.

Felley, D.L., and S. Anderson. 1998. Research proposal: effects of oil and gas development on sagebrush grassland breeding birds. U.S. Fish and Wildlife Service, Wyoming Field Office, Cheyenne, WY.

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Fitzner, R.E. 1986. Response of birds of prey to large-scale energy development in southcentral Washington. Pages 287-294 in *Proceedings II: Issues and Technology in the Management of Impacted Western Wildlife*. Proc. Symp., Glenwood Springs, CO. Thorne Ecol. Inst., Boulder, CO.

Flickinger, E. L. 1981. Wildlife mortality at petroleum pits in Texas. *Journal of Wildlife Management* 45:560-564.

Holmes, T.L., R.L. Knight, L. Stegall, and G.R. Craig. 1993. Responses of wintering grassland raptors to human disturbance. *Wildl. Soc. Bull.* 21:461-468.

olthuijzen, A.M.A., W.G. Eastland, A.A. Ansell, M.N. Kochert, R.D. Williams, and L.S. Young. 1990. Effects of blasting on behavior and productivity of nesting prairie falcons. *Wildl. Soc. Bull.* 18:270-281.

Inglefinger, F.M. 2001. The effects of natural gas development on sagebrush steppe passerines in Sublette County, Wyoming. M.S. Thesis, University of Wyoming, Laramie. 110pp.

Kerley, L. 1994. Bird responses to habitat fragmentation caused by sagebrush management in a Wyoming sagebrush steppe ecosystem. PhD Dissertation, University of Wyoming, Laramie. 153pp.

Knight, R.L., and J.Y. Kawashima. 1993. Responses of raven and red-tailed hawk populations to linear right-of-ways. *J. Wildl. Manage.* 57:266-271.

LaGory, K., et al. 2001. A study of the effects of gas well compressor noise on breeding bird populations of the Rattlesnake Canyon Habitat Management Area, San Juan County, New Mexico. U.S. Department of Energy, National Petroleum Technology Office, National Energy Technology Laboratory, Tulsa, OK.

Leddy, K.L., et al. 1999. Effects of wind turbines on upland nesting birds in Conservation Reserve Program grasslands. *Wilson Bulletin* 111(1):100-104.

Lee, J.M., Jr., and D.B. Griffith. 1978. Transmission line audible noise and wildlife. Pp. 105-168 in *Effects of Noise on Wildlife*, J.L. Fletcher and R.G. Busnel (editors), Academic Press, New York, NY.

Reijnen, R., et al. 1996. The effects of traffic on the density of breeding birds in Dutch agricultural grasslands. *Biological Conservation* 75:255-260.

Tewksbury, J.J., A.E. Black, N. Nur, V.A. Saab, B.D. Logan and D.S. Dobkin. 2002. Effects of anthropogenic fragmentation and livestock grazing on western riparian bird communities. *Studies in Avian Biol.* 25:158-202.

Van der Zande, A.N., W.J. ter Keurs, and W.J. van der Weijden. 1980. The impacts of roads on the densities of four bird species in an open field habitat – evidence of a long-distance effect. *Biol. Conserv.* 18:299-321.

White, C.M., and T.L. Thurow. 1979. Ferruginous hawks and geothermal development. Annual Report to the U.S. Dept. of Energy, Idaho Operations Office, Idaho Falls, Idaho and EG&G Idaho, Inc., Idaho Falls, Idaho. 22pp.

Wiens, J.A., and J.T. Rotenberry. 1985. Response of breeding passerine birds to rangeland alteration in a North American shrubsteppe locality. *Journal of Applied Ecology* 22:655-668.

Harmata, A.R. 1991. Impacts of oil and gas development on raptors associated with Kevin Rim, Montana. Kevin Rim Raptor Study Group, Montana State University, Bozeman. Prepared for U.S. Dept. of Interior Bureau of Land Management, Great Falls Resource Area, Montana. 37 pp.

Marler, P., M. Konishi, A. Lutjen, and M.S. Waser. 1973. Effects of continuous noise on avian hearing and vocal development. *Proceedings of the National Academy of Science* 70: 1393-1396.

U.S. Department of Energy. 2001. Impact study of compressor noise on passerine birds [Web Page]. Project Fact Sheet. Project ID: FEW 49263. Argonne National Laboratory for National Petroleum Technology Office, Office of Fossil Energy, U.S. Department of Energy, Tulsa, Oklahoma. 2 pp. Located at <http://dominoweb.fossil.energy.gov/domino/apps/fred/fred.nsf/0/0a3af21ed4aea81705256b0900561281?OpenDocument>. Accessed September 11, 2003.

Total Cost of Review and Deliverables: \_\_\_\_\_

#### NOTE TO VENDORS:

- A) Failure to display Invitation For Bid FWP 080085 on your sealed bid envelope may result in bid disqualification.

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#### HAVE YOU REMEMBERED TO:

- \* Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- \* Mark envelope or box with bid number and opening date
- \* Review "Standard Terms and Conditions"
- \* Sign your bid on the cover sheet
- \* Initial all bid/pricing changes you made
- \* Review and complete all listed requirements to ensure compliance
- \* Include literature (if requested)
- \* Include Montana-Made preference affidavit, if applicable
- \* Have current Montana resident preference affidavit in place, if applicable